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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 Brenda Hageman, Richard Price,
12 Timothy Sage, Lisa Page, David
13 Kostka, Mark Schofield, Louella
14 Wilson, *on behalf of themselves*
and all others similarly situated,

15 Plaintiffs,

16 v.
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18 Hyundai Motor America,

19 Defendant.
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Case No.: 8:23-cv-01045-HDV-KES
[Discovery Document: Referred to
Magistrate Judge Karen E. Scott]

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Complaint Filed: June 14, 2023

[PROPOSED] STIPULATED PROTECTIVE ORDER

1 1. GENERAL PROVISIONS

2 1.1 Purposes and Limitations

3 Discovery in this action is likely to involve production of
4 confidential, proprietary, or private information for which special
5 protection from public disclosure and from use for any purpose other
6 than prosecuting this litigation may be warranted. Accordingly, the
7 parties hereby stipulate to and petition the Court to enter the following
8 Stipulated Protective Order. The parties acknowledge that this Order
9 does not confer blanket protections on all disclosures or responses to
10 discovery and that the protection it affords from public disclosure and
11 use extends only to the limited information or items that are entitled to
12 confidential treatment under the applicable legal principles. The parties
13 further acknowledge, as set forth in Section 12.3 below, that this
14 Stipulated Protective Order does not entitle them to file confidential
15 information under seal; Civil Local Rule 79-5 sets forth the procedures
16 that must be followed and the standards that will be applied when a
17 party seeks permission from the court to file material under seal.

18 1.2 Good Cause Statement

19 This action is likely to involve trade secrets, customer and pricing
20 lists and other valuable research, development, commercial, financial,
21 technical and/or proprietary information for which special protection
22 from public disclosure and from use for any purpose other than
23 prosecution of this action is warranted. Such confidential and
24 proprietary materials and information consist of, among other things,
25 confidential business or financial information, information regarding
26 confidential business practices, or other confidential research,
27 development, or commercial information (including information
28 implicating privacy rights of third parties), information otherwise

generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: the instant action: *Hageman v. Hyundai Motor America*, Case No. 8:23-cv-01045-HDV-KES.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another Party or Non-

1 Party would create a substantial risk of serious harm that could not be
2 avoided by less restrictive means.

3 2.5 Conflicted Expert: any consultant, investigator, or Expert (a)
4 who is an employee of an automobile distributor/manufacturer
5 competitor of Defendant Hyundai Motor America; (b) who was an
6 employee of an automobile distributor/manufacturer competitor of
7 Hyundai Motor America one (1) year prior to the time the disclosure is
8 made; or (c) who is serving as a consultant to an automobile
9 distributor/manufacturer competitor of Hyundai Motor America on
10 matters relating to the vehicle component(s) at issue in this Action.
11 Protected Material may not be disclosed under any circumstances to a
12 Conflicted Expert.

13 2.6 Counsel: outside Counsel of Record and House Counsel (as
14 well as their support staff).

15 2.7 Designating Party: a Party or Non-Party that designates
16 information or items that it produces in disclosures or in responses to
17 discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
18 ATTORNEYS’ EYES ONLY.”

19 2.8 Disclosure or Discovery Material: all items or information,
20 regardless of the medium or manner in which it is generated, stored, or
21 maintained (including, among other things, testimony transcripts and
22 tangible things) that are produced or generated in disclosures or
23 responses to discovery in this matter.

24 2.9 Expert: a person with specialized knowledge or experience in
25 a matter pertinent to the litigation who has been retained by a Party or
26 its counsel to serve as an expert witness or as a consultant in this
27 Action.

1 2.10 House Counsel: attorneys who are employees of a party to
2 this Action. House Counsel does not include Outside Counsel of Record
3 or any other outside counsel.

4 2.11 Non-Party: any natural person, partnership, corporation,
5 association, or other legal entity not named as a Party to this action.

6 2.12 Outside Counsel of Record: attorneys who are not employees
7 of a party to this Action but are retained to represent or advise a party
8 to this Action and have appeared on behalf of that party, and includes
9 support staff.

10 2.13 Party: any party to this Action, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside
12 Counsel of Record (and their support staffs).

13 2.14 Producing Party: a Party or Non-Party that produces
14 Disclosure or Discovery Material in this Action.

15 2.15 Professional Vendors: persons or entities that provide
16 litigation support services (e.g., photocopying, videotaping, translating,
17 preparing exhibits or demonstrations, and organizing, storing, or
18 retrieving data in any form or medium) and their employees and
19 subcontractors.

20 2.16 Protected Material: any Disclosure or Discovery Material
21 that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
22 -- ATTORNEYS’ EYES ONLY.”

23 2.17. Receiving Party: a party that receives Disclosure or
24 Discovery Material from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not
27 only Protected Material (as defined above), but also (1) any information
28 copied or extracted from Protected Material; (2) all copies, excerpts,

1 summaries, or compilations of Protected Material; and (3) any
2 testimony, conversations, or presentations by Parties or their Counsel
3 that might reveal Protected Material. However, the protections
4 conferred by this Stipulation and Order do not cover the following
5 information: (a) any information that is in the public domain at the time
6 of disclosure to a Receiving Party or that becomes part of the public
7 domain after its disclosure to a Receiving Party as a result of
8 publication not involving a violation of this Order, including becoming
9 part of the public record through trial or otherwise; and (b) any
10 information known to the Receiving Party prior to the disclosure or
11 obtained by the Receiving Party after the disclosure from a source who
12 obtained the information lawfully and under no obligation of
13 confidentiality to the Designating Party.

14 Any use of Protected Material at trial shall be governed by the
15 orders of the trial judge. This Order does not govern the use of
16 Protected Material at trial.

17 4. DURATION

18 Even after final disposition of this litigation, the
19 confidentiality obligations imposed by this Order shall remain in effect
20 until a Designating Party agrees otherwise in writing or a court order
21 otherwise directs. Final disposition shall be deemed to be the later of (1)
22 dismissal of all claims and defenses in this Action, with or without
23 prejudice; and (2) final judgment herein after the completion and
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this
25 Action, including the time limits for filing any motions or applications
26 for extension of time pursuant to applicable law.

27 5. DESIGNATING PROTECTED MATERIAL

1 5.1 Exercise of Restraint and Care in Designating Material for
2 Protection: Each Party or Non-Party that designates information or
3 items for protection under this Order must take care to limit any such
4 designation to specific material that qualifies under the appropriate
5 standards. The Designating Party must designate for protection only
6 those parts of material, documents, items, or oral or written
7 communications that qualify so that other portions of the material,
8 documents, items, or communications for which protection is not
9 warranted are not swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited.
11 Designations that are shown to be clearly unjustified or that have been
12 made for an improper purpose (e.g., to unnecessarily encumber the case
13 development process or to impose unnecessary expenses and burdens on
14 other parties) may expose the Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or
16 items that it designated for protection do not qualify for protection, that
17 Designating Party must promptly notify all other Parties that it is
18 withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations: Except as otherwise
20 provided in this Order (see, e.g., second paragraph of section 5.2(a)
21 below), or as otherwise stipulated or ordered, Disclosure or Discovery
22 Material that qualifies for protection under this Order must be clearly
23 so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or
27 trial proceedings), that the Producing Party affix at a minimum, the
28 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --

1 ATTORNEYS' EYES ONLY" to each page that contains protected
2 material. If only a portion or portions of the material on a page qualifies
3 for protection, the Producing Party also must clearly identify the
4 protected portion(s) (e.g., by making appropriate markings in the
5 margins).

6 A Party or Non-Party that makes original documents available for
7 inspection need not designate them for protection until after the
8 inspecting Party has indicated which documents it would like copied
9 and produced. During the inspection and before the designation, all of
10 the material made available for inspection shall be deemed
11 "CONFIDENTIAL." After the inspecting Party has identified the
12 documents it wants copied and produced, the Producing Party must
13 determine which documents, or portions thereof, qualify for protection
14 under this Order. Then, before producing the specified documents, the
15 Producing Party must affix the "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" legend to each page
17 that contains Protected Material. If only a portion or portions of the
18 material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making
20 appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party
22 identify the Disclosure or Discovery Material on the record, before the
23 close of the deposition all protected testimony, or within 21 days after
24 the transcript is delivered, unless another time is agreed between the
25 parties. All testimony taken in this case shall be treated as Protected
26 Material until the expiration of the 21st day after the transcript is
27 delivered to any party or the witness. During this time period, a
28 Designating Party may serve a Notice of Designation to all parties of

1 record as to specific portions of the testimony that are designated as
 2 Protected Material, and thereafter only those portions identified in the
 3 Notice of Designation shall be protected by the terms of this Order.

4 (c) for information produced in some form other than
 5 documentary and for any other tangible items, that the Producing Party
 6 affix in a prominent place on the exterior of the container or containers
 7 in which the information is stored the legend "CONFIDENTIAL" or
 8 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY." If only a
 9 portion or portions of the information warrants protection, the
 10 Producing Party, to the extent practicable, shall identify the protected
 11 portion(s).

12 5.3 Inadvertent Failures to Designate: If timely corrected, an
 13 inadvertent failure to designate qualified information or items does not,
 14 standing alone, waive the Designating Party's right to secure protection
 15 under this Order for such material. Upon timely correction of a
 16 designation, the Receiving Party must make reasonable efforts to
 17 assure that the material is treated in accordance with the provisions of
 18 this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Challenges: Any Party or Non-Party that believes in good
 21 faith that a confidentiality designation made pursuant to this order is
 22 not entitled to such designation may challenge the designation.

23 6.2 Meet and Confer: The Challenging Party shall initiate the
 24 dispute resolution process under Local Rule 37.1 et seq. The challenging
 25 party must first provide written notice of each designation it is
 26 challenging and describing the good faith basis for each challenge. To
 27 avoid ambiguity as to whether a challenge has been made, the written
 28 notice must state that the challenge to confidentiality is being made in

1 accordance with this specific paragraph of the Protective Order. The
2 parties must attempt to resolve each challenge in good faith and must
3 begin the process by conferring directly within 10 days of the date of
4 service of notice. In conferring, the Challenging Party must explain the
5 basis for its belief that the confidentiality designation was not proper
6 and must give the Designating Party an opportunity to review the
7 designated material, to reconsider the circumstances, and, if no change
8 in designation is offered, to explain the basis for the chosen designation.
9 A Challenging Party may proceed to the next stage of the challenge
10 process only if it has engaged in this meet and confer process first and
11 in good faith or establishes that the Designating Party is unwilling to
12 participate in the meet and confer process in a timely manner. When
13 meeting and conferring, the parties may also discuss whether they
14 mutually agree to the procedures for the informal, telephonic discovery
15 hearings on the Court's website.

16 6.3 Judicial Intervention. If the Parties cannot resolve a
17 challenge without court intervention, the Challenging Party shall either
18 follow the procedures for informal, telephonic discovery hearings on the
19 Court's website (if agreed upon when meeting and conferring pursuant
20 to L.R. 37.1), or shall file and serve a motion to de-designate under Civil
21 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
22 applicable) within 21 days of the initial notice of challenge or within 14
23 days of the parties agreeing that the meet and confer process will not
24 resolve their dispute, whichever is later, unless another time is agreed
25 between the parties or is set by Court order. Each such motion must be
26 accompanied by a competent declaration affirming that the movant has
27 complied with the meet and confer requirements imposed in the
28 preceding paragraph.

1 The burden of persuasion in any such challenge proceeding shall
 2 be on the Designating Party. Frivolous challenges, and those made for
 3 an improper purpose (e.g., to harass or impose unnecessary expenses
 4 and burdens on other parties or excessive challenges) may expose the
 5 Challenging Party to sanctions. Unless the Designating Party has
 6 waived or withdrawn the confidentiality designation, all parties shall
 7 continue to afford the material in question the level of protection to
 8 which it is entitled under the Producing Party's designation until the
 9 Court rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles: A Receiving Party may use Protected
 12 Material that is disclosed or produced by another Party or by a Non-
 13 Party in connection with this Action only for prosecuting, defending, or
 14 attempting to settle this Action. Such Protected Material may be
 15 disclosed only to the categories of persons and under the conditions
 16 described in this Order. When the Action has been terminated, a
 17 Receiving Party must comply with the provisions of section 13 below
 18 (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving
 20 Party at a location and in a secure manner that ensures that access is
 21 limited to the persons authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items:
 23 Unless otherwise ordered by the court or permitted in writing by the
 24 Designating Party, a Receiving Party may disclose any information or
 25 item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action,
 27 as well as employees of said Outside Counsel of Record to whom it is
 28 reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Non-attorney Experts (as defined in this Order), consultants, and investigators of the Receiving Party, other than a Conflicted Expert (see Section 2.6), to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items: Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the Receiving Party's House Counsel to whom disclosure is reasonably necessary for the management, supervision, or oversight of this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order.

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to object or seek a protective order from this court within 30 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving

1 Party must immediately (a) notify in writing the Designating Party of
 2 the unauthorized disclosures, (b) use its best efforts to retrieve all
 3 unauthorized copies of the Protected Material, (c) inform the person or
 4 persons to whom unauthorized disclosures were made of all the terms of
 5 this Order, and (d) request such person or persons to execute the
 6 “Acknowledgment and Agreement to Be Bound” that is attached hereto
 7 as Exhibit A.

8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
 9 OTHERWISE PROTECTED MATERIAL

10 When a Producing Party gives notice to Receiving Parties that
 11 certain inadvertently produced material is subject to a claim of privilege
 12 or other protection, the obligations of the Receiving Parties are those set
 13 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is
 14 not intended to modify whatever procedure may be established in an e-
 15 discovery order that provides for production without prior privilege
 16 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as
 17 the parties reach an agreement on the effect of disclosure of a
 18 communication or information covered by the attorney-client privilege
 19 or work product protection, the parties may incorporate their agreement
 20 in the stipulated protective order submitted to the court or may submit
 21 a separate order for entry.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief: Nothing in this Order abridges the
 24 right of any person to seek its modification by the Court in the future.

25 12.2. Right to Assert Other Objections: By stipulating to the entry
 26 of this Protective Order no Party waives any right it otherwise would
 27 have to object to disclosing or producing any information or item on any
 28 ground not addressed in this Stipulated Protective Order. Similarly, no

1 Party waives any right to object on any ground to use in evidence of any
2 of the material covered by this Protective Order.

3 12.3 Filing Protected Material: Without written permission from
4 the Designating Party or a court order secured after appropriate notice
5 to all interested persons, a Party may not file in the public record in this
6 Action any Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected
8 Material may only be filed under seal pursuant to a court order
9 authorizing the sealing of the specified Protected Material at issue.
10 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
11 request establishing that the Protected Material at issue is privileged,
12 protectable as a trade secret, or otherwise entitled to protection under
13 the law. If a Party's request to file Protected Material under seal
14 pursuant to Civil Local Rule 79-5(d) is denied by the court, then the
15 Receiving Party may file the information in the public record pursuant
16 to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 Within 60 days after the final disposition of this Action, as defined
19 in paragraph 4, each Receiving Party must return all Protected
20 Material to the Producing Party or destroy such material. As used in
21 this subdivision, "all Protected Material" includes all copies, abstracts,
22 compilations, summaries, and any other format reproducing or
23 capturing any of the Protected Material. Whether the Protected
24 Material is returned or destroyed, the Receiving Party must submit a
25 written certification to the Producing Party (and, if not the same person
26 or entity, to the Designating Party) by the 60 day deadline that (1)
27 identifies (by category, where appropriate) all the Protected Material
28 that was returned or destroyed and (2) affirms that the Receiving Party

1 has not retained any copies, abstracts, compilations, summaries or any
2 other format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel are entitled to retain an
4 archival copy of all pleadings, motion papers, trial, deposition, and
5 hearing transcripts, legal memoranda, correspondence, deposition and
6 trial exhibits, expert reports, attorney work product, and consultant
7 and expert work product, even if such materials contain Protected
8 Material. Any such archival copies that contain or constitute Protected
9 Material remain subject to this Protective Order as set forth in Section
10 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all
2 appropriate measures including, without limitation, contempt
3 proceedings and/or monetary sanctions.

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5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED June 21, 2024

8
9 /s/ Stephen Taylor
10 Attorneys for Plaintiffs

11 DATED June 21, 2024

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13 /s/ William A. Delgado
14 Attorneys for Defendant

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16 IT IS SO ORDERED.

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18 Dated: June 24, 2024

19 Karen E. Scott
20 Karen E. Scott
21 United States District/Magistrate
22 Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Hageman, et al. v. Hyundai*, 8:23-cv-01045-HDV-KES. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

SIGNATURE CERTIFICATION

Pursuant to Rule 5-4.3.4 (a)(2) of the United States District Court for the Central District of California Local Rules, I hereby certify that the content of this document is acceptable to Stephen Taylor, counsel of record for Plaintiffs, and that I have obtained Stephen Taylor's authorization to affix his electronic signature to this document.

Dated: June 24, 2024

DTO LAW

By: /s/ William A. Delgado
William A. Delgado

Attorney for Defendant
HYUNDAI MOTOR AMERICA